

19-7607

In The
SUPREME COURT of the UNITED STATES

ORIGINAL

Supreme Court, U.S. FILED OCT 22 2019 OFFICE OF THE CLERK
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JON P. WESTRUM

Petitioner

v.

IBEW 292 and NLRB

Petition for a Writ of certiorari
To The UNITED STATES COURT OF APPEALS
For The EIGHTH CIRCUIT

PETITION FOR WRIT OF CERIORARI

JON P. WESTRUM
Pro se

7205 181st Ave. NW
Anoka, MN 55303

QUESTION PRESENTED

Jon Westrum, owner of JWE LLC, the petitioner, request this petition for writ of Certiorari be granted given the salient issues,

- (1) a one man shop cannot be represented by the union, (see Stack Electric decision).
- (2) the 6 month time bar had lapsed, (see transcripts).
- (3) the union failed to represent the first company J. Westrum Electric for the 2 ½ years it was is business, and failed to request dues for 5 ½ years (see transcripts).
- (4) the alter ego claim fails on all points of the alter ego doctrine. (see alter ego doctrine exception).

An impermissible burden of proof was placed on the pro-se litigants to meet. They failed on all 4 issues. Testimony was not recognized due to the Honorable Judge felt the petitioner had lied. Important facts had been conveniently left out by the litigants witnesses.

ALL TESTIMONY MUST BE CONSIDERED, FACTS MUST BE CLEARLY UNDERSTOOD BY WHAT HAD BEEN SAID, AND WHAT THE WITNESSES FOR THE PRO-SE LITIGANTS LEFT OUT. ONLY THEN WILL YOU GET A TRUE UNDERSTANDING OF THE FAILURE OF THIS CASE.

THANK YOU

COCISE STATEMENT OF THE BASIS FOR JURISDICTION IN THIS COURT

This case was presented by the Minneapolis chapter of NECA for IBEW local 292 in Minneapolis, 3-11-16. The IBEW 292 filed a grievance against JWE LLC, stating this company was an alter ego to J. Westrum Electric, a sole proprietor one man shop, my old company that was completely dissolved before the creation of JWE LLC. I was not allowed to have legal representation in this hearing. I was not allowed to record or take notes for my attorney.

This case was then brought before the United States Court of Appeals for the eighth circuit by the NLRB, Case No. 18-ca-182656, and heard by the Honorable Judge Sharon L. Steckler, 3-14-17. The Honorable Judge found in the favor of the NLRB. Stating my testimony was untruthful, thereby not taking my testimony into consideration.

I filed an appeal with the United States Court of Appeals for the Eighth Circuit, No. 18-1242, 2-28-18. I filed this without legal council because I could no longer afford it. I filed due to the fact that my testimony was NOT untruthful. Also I was not allowed to appeal the time bar. I was told I can't because I couldn't fight it as an individual. Being a company I had to have legal council present. I myself, Jon Westrum, was also named in the lawsuit. So I must be able to present the time bar. I lost my appeal 3 times. I may not have presented them correctly.

I am now asking the Supreme Court of the United States to reverse this decision. I am not fighting this for fun. But for the facts to be seen and verdict to be corrected.

TABLE OF CONTENTS

QUESTION PRESENTED.....	i
STACK ELECTRIC DECISION.....	ii
TRANSCRIPTS.....	iii
ALTER EGO DOCTRINE EXCEPTION.....	iv
SETTLEMENT OFFER.....	v
OPINIONS BELOW.....	1
STATEMENT.....	5
ALTER EGO DOCTRINE.....	13
CONCLUSION.....	20
CERTIFICATE OF COMPLIANCE.....	26

QUESTION PRESENTED

Jon P. Westrum, the Petitioner, requests this Petition for Writ be granted in that the following issues are incorrect. There are several reasons this claim should be dismissed:

1-being a sole proprietor, a one man shop, I should never have been forced to be a union contractor. As the Union cannot represent an owner. An owner receives no benefits from the Union. (see STACK insert)

2- The time bar. The recollection of Mr. Kripotos, the Union BA that came to the first project of JWE LLC, remembers what he did, said and saw the day he stopped out to that project. He remembers the next day talking to his coworker about who I was, and his call to Local 110 to tell them about me. He remembers leaving me a voice mail 2 days after his stop at the job. But Mr. Kripotos does NOT remember me calling him back 30 minutes after that voice mail. I remembered that 12 minute conversation clearly, I explained to him I dissolved my old company as he told me I needed to do if I didn't want to be a Union contractor anymore. He said he would get back to me. I testified before him, I told the court what the conversation was. Mr. Kripotos did not contradict me in any way. He would just say "I don't remember". Local 110 did nothing, Mr. Kripotos' coworker did nothing. And John Kripotos did nothing. 3 Union members knew me but none thought it was grievance worthy until about 10 months later.

3- after I signed, I never received any communication from the union. They didn't contact me about contractor dues or fees, they never explained what was required of me, they said

they didn't know I would be working. But in fact, I was working when they made me sign, they came to the job I was working on. It also took the Union 5+ years to send me a journeyman dues reminder. I had stopped paying journeyman dues because I didn't think an owner kept their card because the Union can't represent an owner. The Union sent me a letter over 5 years later stating I've been placed on the inactive list for falling 90 days behind.

4- I wanted to fight the claim of alter ego in the Court of Appeals, but was not allowed to because I didn't have legal counsel going forward to appeal the case. I could no longer afford it. This cannot be a reason to disallow testimony that will prove there is not an alter ego. I find the burden of proof was not met by the appellee. The differences you see laid out here should shock your conscience, in that this is in fact the opposite of alter ego.

5- I was not afforded the opportunity to have counsel, or allowed to take notes or record the hearing for my counsel during the NECA hearing. I was not offered a jury trial, which should have been, due to the relationship between the Unions and the NLRB.

OPINIONS BELOW

To Your Honors of the Supreme Court of the United States of America

Good day Your Honors. First off I would like to thank you for your time reviewing my case. I do apologize for having to bring it this far. This case has been a complete misunderstanding of the law. The laws are not meant to punish one who simply wants to dissolve his sole proprietor company and assist his nephew with a new company. The laws are also not intended to allow a huge entity like the Union to crush a small business just because they are non-union. I am simply trying to correct an incorrect decision that has had testimony disqualified, and other parts unable to be appealed because I was unable to afford council any longer. I must continue to fight this or face possibly losing everything I have worked my whole life for. This last 3 ½ years have been extremely stressful to my wife and I. I have wasted so much time fighting this that should have been spent on quality time with my family.

I am asking for leave to file this petition for a writ of certiorari and proceed in forma pauperis. I am not a rich man in any stretch of ones imagination, I have my truck and our house. My wife and I just want to enjoy our lives. I am actually spending what I should be saving for my wife and I's retirement.

I can pay the fee to proceed. I can also send copies in. I have asked to continue in forma pauperis for the reason that I am not an educated man, I did graduate high school but I make a living with my hands. What I cannot afford is legal council, I have spent over \$60,000 so far. I am continuing on my own because I don't have the money for legal services, and I don't understand what they are asking for in the book form. The best I can do is to write my thoughts

and to outline the facts from the transcripts the best I can.

You will see by what I have laid out here that I am not an alter ego to anything. I had a sole proprietor company that I worked at part time doing maintenance and small jobs. My other job was remodeling homes with a friend. You will see that my first company was dissolved because my nephew, Alex, showed an interest in growing my company. So I told him if he wanted to try doing a couple jobs, he would have to get some electricians and run that job to see if in fact he was capable of doing this type of work. If he couldn't handle it or didn't like it, I would never have dissolved my company, I was fine the way it was. He liked it so he proceeded to dissolve J. Westrum Electric, a union shop (not by choice), completely because it was a sole proprietorship and he wanted to be incorporated because he wanted to grow. So he started the new company, JWE LLC. This case is not alter ego, but just an uncle helping his nephew start a company.

You will see that this change hurt no one. When J. Westrum Electric dissolved, I was a sole proprietor company. I was the only owner, had no shareholders, and all my company debts were paid except for some federal tax I owed. The IRS helped set up a direct payment plan with me that I personally took care of. The union was not hurt by this change either. They did not communicate with me from the start, never sent requests for fees or payments for the three years I was in business. I stopped paying my journeyman dues to the union when I became a company because I thought owners don't pay dues. Prior to this, the Union would send me reminders every quarter when dues are due. They didn't send me another reminder for more than 5 years. They said that being 3 months behind, I was going to be put on the inactive list. Again this was over 5 years later. I never applied for or received any type of benefits from the union. I paid for my own extended education that is required do every 2 years. They never helped or contacted me about

fees, dues or for any reason ever the entire time I was a union contractor. J. Westrum Electric was never on their Union or NECA contractor list. It's proven in the transcripts. They forgot that I existed. They were not affected in any way because of this change. The company was dissolved exactly how they told me I could do if I didn't want to be a union contractor any longer.

Both the union and NLRB attorneys concluded that both companies are alter ego because 1) "the same type of business", electrical, that's all I know. 2) "same owner", I carry the masters license. 3) "many of the same electrical workers", I had no workers for me until Alex wanted to work on my book keeping, which was minimal. 4) "same vehicles", I had one truck for 10 years before I started J. Westrum Electric, and used it for everything I did, then I bought a new truck and parked the old one until I let Alex use it. 5) "same equipment", I had no company equipment, I did small jobs and didn't need a lot of tools. What I did have, I owned forever, or I bought personally if I needed something. 6) "same master license", a masters license does not change, it would be the same. 7) "same business address, which is his personal address", that's correct it is my house. I have a desk I would work at. I would also do my personal bills and read personal emails at that desk. They also say they were "literally identical, they are the same in all material respects".

J. WESTRUM ELECTRIC COMPARESONS TO JWE LLC

J. Westrum Electric	JWE LLC
Sole proprietor	LLC corporation
One man shop	Had 10 plus electricians
Work-maintenance, small remodels	Work-new stores and remodels from 3,000-150,000 square feet
Tools- personal hand tools I have owned for many years, gang box and lift that I had purchased personally	Tools-15 benders, 25 ladders, 5 gang boxes, 7 scissor lifts, 12 material carts, 20+ power and battery drills, band saws, skilsaws, hammer drills, etc. 5 lasers, 3 scaffold, 3 each microwaves and refrigerators, 6 break tables, 12 chairs
No paid holidays	7 paid holidays
No paid vacation	2 weeks paid vacation
No bereavement pay	2 day bereavement pay, (used by 2 employees)
No health benefits	paid health benefits
No holiday party	4 lunches for the workers with \$600-\$800 bonuses
Tax preparer, HR block	Corporate payroll service and tax service
No company identifications	Business cards, company T-shirts and sweat Shirts for employees
All company identification was canceled with the State and Federal Law	All new company identification with State and Federal Law

These 2 companies are NOT "literally identical, in ALL material respects" the same. And I hope

I am able to prove that with what I will outline here:

STATEMENT

Here I have noted the facts taken from the transcripts to show the reasons these two companies are NOT alter egos. These are the page numbers, the line numbers and comments about each. (see TRANSCRIPTS insert)

P36.9-15) Ms. Brammer asked me if my first company, J. Westrum Electric still existed, I replied no. I had told her from the very beginning that that company was dissolved.

P37.15-23) Ms. Brammer would like to tie J. Westrum Electric to JWE LLC by my master license. This license is given by the state and the holder can only master for one company at a time, J. Westrum Electric was dissolved before JWE LLC, the new company was started. This was done legally, complying with all State and Federal laws.

P45.8-22) Ms. Brammer wants to tie the dissolved J. Westrum Electric to JWE LLC, the new company with my personal email, and personal phone. I have had both of these for over 15 years, before J. Westrum Electric and JWE LLC. Here she actually states that they are both mine personally. I use both for everything, even work. This is not against the law, and doesn't make anything an alter ego.

P58.7-18) Ms. Brammer wants to tie the dissolved J. Westrum Electric to JWE LLC, the new company together by saying they used the same employees. I had explained to Ms. Brammer that I started J. Westrum Electric in 2012, admitted into evidence, because I had gotten laid off so much. Here she wants me to say I had employees in 2011, a year before I started J. Westrum Electric. I had no employees. Alex wanted to help with my book keeping because he just graduated collage and needed experience. I didn't need a book

keeper because I didn't do that much electrical work. I was trying to help him. He also helped me a few times working if I needed a hand. He wasn't employed by me, I paid him a little bit, but he wasn't an employee, he would sometimes help.

P73.10 – 74.13) Ms. Brammer wants to tie the dissolved J. Westrum Electric to JWE LLC, the new company together with my personal 2002 chevy pickup truck. I personally purchased this truck when it was almost new. I used it for ten years before J. Westrum Electric. I used it when I had J. Westrum Electric. When I was remodeling houses, and everything else I needed a vehicle for. I purchased a new 2013 truck in 2014, again I drove this truck for everything. I kept the 2002 truck because it had over 225,000 miles on it, and it was rusty, but had a newer motor. Alex only had a car. My old truck was just parked, so I let Alex use my old truck when he was seeing if he would like to do contracting. He had to carry material and he couldn't in his car. My 2002 truck had a J. Westrum Electric sign because it was required by the state. I left that sign on when I parked it just in case I needed to haul something, so I wouldn't ding my new truck. I also put a J. Westrum Electric sign on my 2013 truck to be in compliance with the state. I didn't have a company vehicle, but they still want a sign so inspectors can find you on a job.

P74.14 - 94.14) Ms. Brammer is confirming that J. Westrum Electric, a sole proprietor, was in fact dissolved legally through the State guidelines. She is also proving that JWE an LLC, was started legally through the State guidelines. I told Alex if he wanted to go forward with a new company, he would have to take care of everything because I don't understand it, I did the bidding. He wrote me as the owner because I was the master of record. He wrote himself as a manager, accountant, and other titles. Those titles were actual jobs he

performed. J. Westrum Electric was a sole proprietor and it didn't have any of those other titles, it was just me, no shareholders.

P95.19 – 99.25) Ms. Brammer again wants to tie the dissolved J. Westrum Electric to JWE LLC, the new company, because of my personal trucks. Again they were not company Trucks, I owned them personally and used them for all my needs, personal or work. If you Would please note that Ms. Brammer continually refers to J. Westrum Electric as if it was still in Business. The records admitted into evidence clearly shows it was dissolved.

100.3 – 102.24) Ms. Brammer wants to tie the dissolved J. Westrum Electric to JWE LLC, The new company together by the personal tools and equipment. J. Westrum Electric didn't make much money because I did more remodeling than electrical work, if I needed anything, I bought it myself. I would rent a scissor lift periodically when I did maintenance. A time came when my brother was selling his, so I bought it cheap from him with my own money. When Alex got the new company started, I let them use it if they needed. They eventually bought 6 of their own lifts. I still owned and I continued to use mine . She claims my personal hand tools were used by both companies also. They are my personal tools used by me for the last 40 years, some have been replaced due to wear, but are still my personal tools. Every electrician has their own personal tools they are required to own. I also personally bought a gang box I used sometimes doing work so I could lock up my tools and material on the job so they were safe overnight. I let Alex use this also when he started, then over time they bought 4 of their own, and I took mine back to keep my own tools in it. These are personal tools.

P108.17 – 116.3) Ms. Brammer asked me about paperwork many times. I told her I didn't do the paperwork for JWE LLC, Alex did it, I didn't understand it. Alex also gathered all the paperwork the union asked for under the direction of our attorney, because he did the paperwork and he understood it. I bid the work and sent it to Alex. Alex talked to the contractors, sent them proof of insurance and bonds, wrote up the contracts, ordered the material, setup the workers, wrote up change orders, sent in for draws and final payments, and did final lien waivers. Alex also setup the new bank account, set up and took care of payroll, took care of the health insurance for the workers, kept track of vacation and holidays, for the workers. He organized the holiday parties and took care of giving the workers their holiday bonuses. Alex did none of this for J. Westrum Electric. This is not alter ego.

118.18 – 119.13) In the transcripts the union stated a few times that I had worked at the Goodwill store illegally. Here Ms. Brammer actually outlines how I was in complete Compliance with the State requirements. I point this out because if you've read the complete transcripts, you will see they had misspoke numerous times, even when the facts have been presented.

119.22 – 122.11) Ms. Brammer outlines my signing a referral card so I can work for myself. At this time I stopped paying my journeyman dues, for the reason I didn't believe that the Union represents the owner. None of this was explained to me when I signed, or any time after. The lack of me not paying my journeyman dues was not brought to my attention until 9-29-2017, that I was actually supposed to be paying my dues. The Union sent me a letter 5 years and 4 months after I had signed that referral card and would put me on the inactive

list. This referral card is supposed to show that the Union represents me as a journeyman.

I had no representation as a journeyman or a contractor.

125.7 – 127.21) Ms. Brammer continues asking me paperwork questions even after I had told her several times I didn't do any of the paperwork. Alex did all the paperwork. He communicated with the contractors, did payroll, told the employees what job to go to, ordered the material. He did everything, I bid the jobs and sent him the quote for him to write up and send out. Alex did none of this for J. Westrum Electric. For J. Westrum Electric, I would be asked to do work, I would go get my material, do the job, and send them an invoice. Very simple.

127.22 – 132.6) Ms. Brammer questioned me about my 12 minute conversation with Mr. Kripotos. My phone records were admitted into evidence. Mr. Kripotos called me and left a voicemail about having 3 Non-union guys on a job, which is against Union rules. I returned that call 30 minutes later and we spoke for 12 minutes about 3 workers being non-union. I explained to him that we dissolved J. Westrum Electric. Just as he told me 3 years earlier, when I had to sign as a contractor, on how to stop contracting if I didn't like it. My recollection was pretty clear as I explained about our conversation. At the end of our conversation Mr. Kripotos told me "I will get back to you". My testimony came before Mr. Kripotos. When Ms. Brammer, their attorney asked him if I called him back, he said "not that I recall, I didn't". She asked him again, this time he said "yes". Then she asked him if he had any recollection about the conversation, Mr. Kripotos said "no, I don't". This was a 30 minute time lapse from him leaving me a voice mail about a possible grievance, to me calling back.

Being questioned after me, Mr. Kripotos could have discredited my testimony or flat out say I was lying, but he didn't because I was true. He just says "I don't remember". A call back about a grievable incident 30 minutes earlier. But his recollection 2 days prior to that conversation are very clear, even when you go back 5 years, when I had to sign as a contractor, he recalls that also. The 6 month time bar should have started here.

He thought I was doing something illegal against the Union, but failed to report it to his supervisor. He called Local 110 because it was their area, they did not pursue it. He asked someone in the Union office to help him. Now he knew about it, and neither pursued it. Kripotos stated, that he couldn't grieve me because that job was "out of his territory". We did over 12 more jobs over the next 10 months IN his territory that he could have stopped at. In which he claims to patrol his territory every day. One doesn't un-know something as important as a grievable act in your "territory" once you know it. He failed to report it.

134.24 – 136.7) Ms. Brammer continues to ask me questions I've already told her that I didn't know. Everything with JWE LLC Alex took care of. I did the bidding for him. To me, by the end of this questioning she seemed a bit upset with my answers.

137.2 – 140.7) Mr. Cummins was asking me about me pulling a couple permits for my nephew. Alex was interested in going forward with starting a new company and making it bigger. I bid a couple jobs for him to see if he could truly do this kind of work. He got a few guys he knew, a journeyman and an apprentice to help him. He talked to the contractors, hired the guys, picked up the material they needed, did the billing and paid the guys. I wouldn't have shut J. Westrum Electric down if he couldn't handle it or just

didn't like the work. I would have kept doing my little stuff and doing houses with a friend. I had no intention of getting bigger. And Alex would have gone off to find an accounting job for which he went to school for.

143.17 – 144.12) Mr. Cummins needed clarification on when a contractor invites me to bid a job that may have been addressed to J. Westrum Electric. When I was J. Westrum Electric, I reached out to Blue Book, a company that pairs building contractors with trade contractors, to find a couple jobs for Alex to try. A few contractors reached out to me, J. Westrum Electric, to bid jobs with them. When I did accept to bid with them, J. Westrum Electric was entered into their contact information as a contractor they can use in this area. When Alex started JWE LLC he contacted Blue Book to correct the name. If some contractors still sent invites to J. Westrum Electric, we would correct them by email, some still didn't change. They knew the company as JWE LLC, that's how it was bid, contracted, built, and invoiced, and the checks were written to JWE LLC.

144.13 – 145.20) Mr. Cummins questions my email, phone number, and address. In this line of questioning he talks about J. Westrum Electric as in the now, as if it were still in business. It's a dissolved company with no attachment to JWE LLC. My personal truck, personal phone and email in which I use for everything, my house address, where all my mail comes. And my personal tools. This does not constitute alter ego.

This nonsense of being an alter ego I feel is a type of bullying, or discrimination. What we have is a non-union shop, Unions don't care for non-union shops. For the 3 years I was a Union contractor, I had never had anyone from the union reach out to me as a new contractor, never was I told about or asked for dues and fees for J. Westrum Electric. I was never offered any benefits from them. The Union insisted I become a Union contractor, but failed to uphold their part of the contract. I dissolved J. Westrum Electric because it was a sole proprietorship and my nephew wanted to try a different direction for the company. He wanted to make the company bigger, incorporate it so he would be protected.

My journeyman dues were unpaid for 5 ½ years. Then the Union had the gall to send me a letter stating I am being placed on the inactive list because my dues are 90 day behind. It was 5½ years.

Pete Lindahl, the business manager who brought this grievance on me, testified that they will help the contractor any way they can. "If the contractor fails we fail". The Union failed.

ALTER-EGO DOCTRINE EXCEPTION

This is a list of questions to determine if a company is an alter ego to another

- 1) Comingling of funds – Each company had its own bank account. My first bank account was left open only to pay the tax that was owed from the first company. The IRS and I set up a direct withdraw that I personally paid. Both companies had separate tax ID numbers.
 - 2) Failure to segregate funds – see “a” above
 - 3) Diversion of funds or assets – I never deposited any money from the JWE LLC account to the J. Westrum account. J. Westrum Electric had no assets. I owned my personal tools that I use no matter who I work for. My personal truck, my Email, cell phone, and address, are exactly that. Personal.
 - 4) Treatment of shareholder or corporate assets as own – there are no shareholders, and J. Westrum Electric, that was dissolved, had no assets. Again I had my personal tools, my personal truck, my personal email address and my personal cell phone.
 - 5) Failure to maintain minutes – the dissolved company was a sole proprietor company that didn’t do a lot of work. I was unaware I was to keep minutes. I didn’t know I was required to as a sole proprietor. We were unaware that the new company was required to do minutes. There were no shareholders or officers other than me being the owner.
 - 6) Identical equitable ownership in 2 entities- I had to look this one up. I still really don’t understand what it means. But I believe it has to do with both companies using the same
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office and equipment. I guess parts of this I did, I sat at my personal desk in my house as a sole proprietor, and did my paperwork there, I used to type invoices. I would also correspond to individuals that I worked with. I would do my personal bills, open personal mail, email my mom and family, and sometimes shop on line at that desk.

When we started the new company I would do bids on note paper, take a picture of it and send them to Alex so he can write them up and send the contract to the contractor and he would take it from there using his personal computer at his desk at his house.

- 7) Officers and Directors of one entity same as controlled corporation – J. Westrum Electric was a dissolved company, I had no officers or directors, I was the master of record, and the owner. I took care of the little paper work I had. (the work I did was maintenance for a furniture store and some remodeling. My main income was with a partner that bought and repaired houses.) I had H&R block do my taxes. At the end of J Westrum Electric, Alex ask if he could work for me as a book keeper because he had just finished collage and needed experience to get an accounting job. I told him he could, but there wasn't much to book keep because I did little work. I told him he could look at the jobs I did and figure out if I made any money on them. Alex dissolved J. Westrum Electric and the new company started. I again was the owner because I was the master of record. I would bid on jobs then send that to Alex. He would write up a proposal and sent them to the contractors from his computer in his house. If it was accepted they would correspond with Alex with the contract, insurances, bonds, pay draws, final payments and lien wavers.

- 8) Use of the same office or business location – Again the “office or business location” for the first company was a desk in my house. This company then dissolved. The “office or business location” of the second company, I would bid on jobs and send that to Alex at his home on his personal computer. The 2 companies did NOT exist at the same time.
- 9) Employment of same employees - the first company had no employees. Alex was interested in the company. I told him if he got a journeyman and another guy or so, I would bid a job for him to see if he could handle the work and enjoyed doing it. He Knew a couple electricians. He hired the guys, worked with the guys, paid them, and did the paperwork that went with it. I stopped at the job to be sure it was being done properly because I was the master of record. His guys were not employees of my company, Alex took care of them.
- 10) Total absence of corporate assets – here again I can only assume they want to compare assets of both companies. The first company, a sole proprietor, was dissolved. It had no assets when it was in business. The tools and the truck were mine personally that I had owned for 10+ years before I even started J. Westrum Electric. Then came the second company, an LLC, I still had my personal tools, and truck. Equipment JWE LLC acquired that J. Westrum Electric didn't have. 20+ ladders, 4 gang boxes, 12+ material carts, 6 scissor lifts, many power tools, many temp lights, many shop hand tools. The list goes on.
- 11) Under capitalization – the first company, J. Westrum Electric only preformed maintenance and some small jobs. I also remodeled houses with a friend for extra money. That was my choice, but I made enough to be comfortable. Then J. Westrum was dissolved. The second

company, JWE LLC, did just fine. There were 8-10 employees at any given time. Their wages were good. They got 2 weeks payed vacation, 7 payed holidays, \$600-\$800 bonuses and nice company lunches at Christmas time. We would buy lunches for the workers 4 or more times a year. We shared with the workers, because we appreciated their working for us. All the company bills were payed, all the creditors were payed. We had no shareholders. We cheated NO one.

12) Use of corporation as a mere shell – as you see in the statement above, the company was not a mere shell. It was a good company that took care of the employees, and payed their debts.

13) Instrumentality or conduit for single venture of another corporation – There are not 2 businesses for one to hide or conduit or anything else for the other. J. Westrum Electric was dissolved and debt paid before the start of JWE LLC

14) Concealment or misrepresentation of the responsible ownership, management and financial interests – J. Westrum Electric was all public information that I was the owner and master of record. It was dissolved, except for its own bank account that was left open to pay federal taxes. Only I made deposits into that account after it was dissolved, to have tax payments taken out automatically. Once that company was dissolved, JWE LLC's information was also public information, I was the owner and master of record, It also only had its own bank account. If a contractor sent JWE LLC an invitation to bid using J. Westrum Electrics name we corrected them. There was NEVER a contract offered, insinuated, or signed using the J. Westrum Electric name. That company was dissolved.

15) Concealment or misrepresentation of personal business activities – As stated above

J. Westrum Electric was public information. I pulled State and City electrical permits for every job, which are public information. When J. Westrum Electric was dissolved, that was also public information through the State. When JWE LLC was incorporated, that was public information with the State. The permits pulled for JWE LLC were again public information. We had nothing to hide from anyone.

16) Disregard of legal formalities – J. Westrum Electric was set up through state licensing

and through state and federal revenue. It was also bonded and insured according to the state laws and requirements. The bank account was set up as a business account with its federal ID number. That company was dissolved according to the state laws and requirements, canceling my business license with the state, my state and federal tax ID's, and my bonds and insurances. The bank account was left open to make IRS payments that I owed for the first company, which I personally would make deposits. JWE LLC was also set up according to the state and federal laws and requirements. Again, all done with complete regards to state and federal laws.

17) Failure to maintain arms length relationships among related equities – What I think they

are asking is that “the 2 business’ must not owe any special obligation to another”. “There must be an absence of control of one over the other”. “The 2 parties must act within their own self interests”. For my situation, with J. Westrum Electric was dissolved. There is only one company to obligate to, only one company to control.

18)The use of the corporate identity to procure labor, services or merchandise for another

Entity - again, there is only one "entity", one "identity". The first company was dissolved.

19)The diversion of assets from a corporation by or to a stockholder or other person or entity to

the detriment of creditors – all creditors have been paid. Never did we not pay a single bill

we owed. All creditors from J. Westrum Electric were also paid in full before that company

was dissolved with the exception of my federal tax, in which we had a payment plan with

the IRS and I paid that personally with my own money, never was there a deposit from the

JWE LLC to the first. I paid it myself.

20)The manipulation of corporate assets and liabilities in entities so as to concentrate the assets

in one and the liabilities in another – I would have to believe there needs to be 2 entities for

this to happen. J. Westrum Electric was dissolved.

21)The contracting with another, with the intent to avoid performance by use of the

corporation entity as a shield against personal liability – as stated above, there would need

to be 2 entities for this to happen. In this situation J. Westrum Electric was dissolved.

JWE LLC would bid the work, write the contract, do the work and get payed for the work.

22)The use of the corporation as subterfuge for illegal transactions – J. Westrum Electric was

a dissolved company, dissolved with no debt. JWE LLC was a thriving company. Always

paid the employees, always paid the creditors, and taxes. JWE LLC was completely known

in the public records.

23)The formation and use of a corporation to transfer to it the existing liability – J. Westrum Electric was dissolved with all creditors and any bill made by that company paid in full. J. Westrum had no liability when it was dissolved. Again, with the exception of the federal taxes which the IRS set up a payment plan and had auto withdraw. I personally would be sure I had money in the account deposited from my own account. It was my debt, I took care of it.

I am not versed in the law in anyway. But I understand that the alter ego doctrine would not have been established for a small company to be trashed because of using his personal phone, email, tools and truck. And a desk in his house to work from part time doing some electrical work. While at the same time working part time at a second job remodeling houses, using these personal items for that work also. Then dissolve the first company and starting a new one and use these same personal items for that company. I am a simple man. I don't need 2 phones and email address'. I'm not going to waste hard earned money on another truck I don't need. I don't need an office space or a PO box.

If this is not corrected, next time they may include that I wore the same coat, boots and work pants, that's how ludicrous this claim is.

If the alter ego doctrine exceptions are followed, it is clear when J. Westrum dissolved, it did so with no debt for JWE LLC to acquire. It had no stock holders to cheat. It can't comingle, deceive, transfer assets or liabilities. It can't shield anything if there's nothing to shield from. I didn't make this up, it's something the laws provide to protect shareholders and creditors. It should also be used to protect small companies that are being wrongfully accused of this type of sham lawsuit.

CONCLUSION

These facts prove there is factually no alter ego, that J. Westrum Electric was dissolved.

JWE LLC was a completely different company. An alter ego is not found because someone has their own personal things they use in life. An alter ego definition is a company hiding, deceiving, cheating shareholders, and or creditors. Absolutely none of that happened. J.

Westrum. Electric was a dissolved company, which means it does not exist, it's nothing. We cheated no one. It also proves that, although J. Westrum Electric had signed to be a Union contractor, the Union broke that contract by failing to guide me on anything for being a Union contractor. When I signed, they didn't explain to me how to operate as a Union shop. They never gave me any paperwork, or any information on how to send hours or dues or fees. They didn't reach out to me to pay dues or fees. They knew I was a contractor, they signed me up. They knew I had myself working, they had me sign a referral card to work.

My journeyman dues went unpaid for 5 ½ years. They knew I was working, they made me sign a referral card. That referral card says that they represent me. They never did, I receive NO benefit, insurance, mail or email communications, they failed.

Here is a simple time line of when the Union could have contacted me.

6-1-2012 I signed the referral card to be represented.

2-1-2015 J. Westrum Electric dissolved.

5-2015 Mr. Kripotos asked the permit puller to help him researched me. But they failed to contact me about contractor fees or journeyman dues owed.

3-3-2016 At the St. Cloud Union meeting, the business rep and Mr. Lindahl, his boss, discussed my company. Mr. Lindahl even telling him that I'm a Union contractor.

Now Mr. Lindahl, knowing I was a union contractor and was told I did something wrong, failed to contact me about contractor fees or journeyman dues owed.

3-11-2016 When Mr. Lindahl filed a grievance on me. This means he went to his office and researched me. He should have surely seen I hadn't paid contractor fees or journeyman dues for almost 4 years at that time.

6-2016 NECA hearing with Union members, Mr. Lindahl, Mr. Kripotos, and Mr. Ted Swenson. Here Mr. Lindahl, being the Business Manager, the boss of this Union Local, would have had to research me and my old company J. Westrum Electric, to gather all the facts he could so he could bring this grievance to life. He failed to tell me about contractor fees or journeyman dues that may be owed.

3-14-2017 NLRB court hearing in Minneapolis Minnesota. With Union members Mr. Lindahl, Mr. Kripotos, and Mr. Swenson. Here are the players. Mr. Lindahl, the boss in charge of the grievance. Mr. Kripotos, He told me sign as a Union contractor or be fined. Mr. Swenson, he is the treasurer for this Union. It's his job to keep track of union dues. We also have their attorney, Mr. Cummins, that is working for them putting all the facts together. I still have not been asked anything about contractor fees or journeyman dues

9-2017 I received a letter from the treasurer Mr. Ted Swenson stating that I am being placed on the inactive list for not paying my journeyman dues for 90 days. This letter came 5 1/2 years after I stopped paying. These are facts, they are in the transcripts. They wanted me to be a Union contractor, but didn't fulfill their obligation to represent me as a contractor or a journeyman. The Union Failed, They forgot about me.

Mr. Kripotos' testimony is so deceptive. He remembers 5 years prior. Remembers 2 years prior. He remembers 2 days prior, and he remembers calling me 30 minutes earlier when he left me a voice mail. Mr. Kripotos remembers calling local 110 to tell them about it. And remembers asking the permit puller to help him research it. BUT, he doesn't remember me calling him back 30 minutes after he called me, and talk for 12 minutes about a Union law being broken, 3 non-union guys working on a job. Mr. Kripotos failed to contact his bosses and report it. If he thought I was in fact wrong, he had many opportunities to stop at any one of the 12 jobs over the next 10 months in his area he "patrols every day". The Union has a guy in the office that looks for permits 10-15% of his work week, for work being done in their areas (testified in transcripts) to see who is doing what. Surely they would be searching permits (12) for JWE LLC jobs for breaking a Union law that is not tolerated. They had a 6 month time bar to file a grievance. But they failed to. This grievance was a bogus grievance anyway due to the fact that J. Westrum Electric was a dissolved union company. In business no longer. And is not an alter ego.

During a meeting with Mr. Lindahl, the Unions Business Manager. We talked about the Union wanting JWE LLC shop becoming a Union contractor. We explained to him that the guys don't want to be union. His comment to that was "they were looking for a job when they found you". We also told Mr. Lindahl, we talked to a few of our contractors about raising our rates. They said they would have to stay with the lowest bid. He told us

“well then I guess you go out of business”. That’s from the same guy that said “if the contractor fails, we fail”.(in the transcripts). Also from the organization that claims, “we help out however we can”

I’m not fighting this for fun, this is the complete opposite of fun. I have spent so so many hours the last 4 years working on this, away from my family trying to do the best I can. I have sleepless nights worried about losing everything I have worked for. I don’t eat right because I just don’t get hungry from the stress. My wife worries about me also, so it’s been taking a toll on her to. I don’t say these things for sympathy, these are mere facts. I should be enjoying time with my wife and family.

I have worked hard for my family my whole life to do what’s right. I have done nothing Wrong. We dissolved my company to try help my nephew start a new venture for him. And then you have the Union come in and say that I’m an alter ego. This is just egregious. They didn’t attend any conversation that Alex and I had about dissolving my company, which was done according to Minnesota State laws. They knew nothing about our company. But they say alter ego “because I used my personal phone for work. I used my personal email for work. I got mail at my house. I used my personal truck for everything. I used my personal tools that I have owned forever. What they refuse to take into consideration, is what the actual differences are. Big jobs, 10 employees, tens of thousands in tools and equipment, many lifts, health, vacations, holidays, the list goes on. J. Westrum Electric had nothing. But I had a personally owned phone, email, desk, truck and my hand tools. I was a small business, no frills. JWE LLC was just me and my nephew

that wanted to work hard at a company we were proud to carry on to a 4th generation.

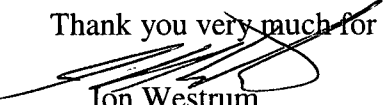
The Union can't even keep track of their own representation of their own journeymen they represent, I had no contact for 5 ½ years. They can't even keep track of the companies they sign. I had no contact for 3 years. For J. Westrum Electric, my choices were to become a Union contractor, or face fines and penalties. (in the transcripts). For JWE LLC, the Union offered us, pay no fines, no back benefits, etc., but must immediately become a Union contractor, (in the transcripts). This seems to be a pattern for the Union, threaten you with absurd fines and penalties or become Union. This has happened to me twice now. (see settlement offer).

Your Honors sitting in the Supreme Court of the United States. I thank you for reviewing the complete transcripts on your own, not by the conclusions others have set forth. I do understand that what I present to you today is extremely unconventional. But that shouldn't matter on how it's sent, but what the facts are, written inside. Again It's the only way I know how to do this. I just don't know the things they ask for in the booklet. But I do know how my Nephew and I did our business. All I can do then is to point out what is untrue, and to show the facts. It would be impossible to find justice if all the facts are not considered.

**There may be redundancy in this. Some is intentional to get a point across. Some I may have been rambling and I apologize. In any case, I don't know basic law or procedures. I did receive an outline on what is expected on doing this. Even if this document is not presented in the form it should be, I have tried my best and hope that it will still be considered. I thank you Your Honors for your time, and utmost patience, and latitude.

25

Thank you very much for your consideration.



Jon Westrum

7205 181st Ave. NW

Anoka, MN 55303

CERTIFICATE OF COMPLIANCE

Case No. 18-ca-182656

**Jon Westrum
pro se**

Petitioner

v.

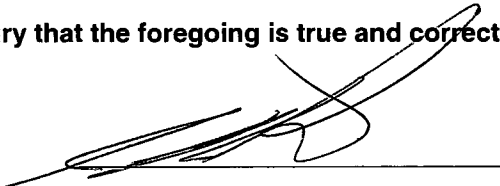
IBEW, Local 292

Respondent

**As required by Supreme Court Rule 33.1(h), I certify that the petition
For a writ of certiorari contains 8,057 words, excluding the parts of
the petition that are exempt by the Supreme Court Rule 33.1(d).**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 21, 2019.

A handwritten signature in black ink, appearing to be "Jon Westrum", is written over a horizontal line.